


IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION

FILED  
MAR 05 2020  
CLERK, U.S. DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
BY  DEPUTY CLERK

ROSARIO PASSMORE and BRENDA  
L. CHAFTON, f/k/a BRENDA  
AGBEYE, Individually and On Behalf of  
All Others Similarly Situated,

Plaintiffs,

v.

SSC KERRVILLE HILLTOP  
VILLAGE OPERATING COMPANY,  
LLC; SSC KERRVILLE EDGEWATER  
OPERATING COMPANY, LLC; SSC  
KERRVILLE ALPINE TERRACE  
OPERATING COMPANY, LLC,

Civil Action No. 5:18-cv-0782-JKP-ESC

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ORDER GRANTING JOINT ADVISORY REGARDING SETTLEMENT AND  
JOINT MOTION FOR FINAL APPROVAL OF REVISED FLSA SETTLEMENT

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BEFORE THE COURT in the above-style cause of action is the Joint Advisory Regarding Settlement and Joint Motion for Final Approval of Supplemental FLSA Settlement ("Motion") submitted by Plaintiffs Rosario Passmore and Brenda L. Chafton, f/k/a Brenda Agbeye ("Plaintiffs") and Defendants SSC Kerrville Hilltop Village Operating Company, LLC, SSC Kerrville Edgewater Operating Company, LLC, and SSC Kerrville Alpine Terrace Operating Company, LLC ("Defendants") (collectively, "the Parties") pursuant to 29 U.S.C. § 216(b) ("the Motion"). By their Motion, the Parties inform the Court that they have reached a settlement of the pending unpaid overtime claims under the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* and Texas law asserted in this case. The Court, having considered the Motion, ORDERS that: *the Joint Motion*

*for Final Approval of Supplemental FLSA  
Settlement [#80] is GRANTED and:*

1. The Supplemental Settlement Agreement and Release is, in all things, finally approved as a fair and reasonable settlement of a *bona fide* dispute of claims under the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* The Court finds that the settlement on the terms in the Settlement Agreement and Supplemental Settlement Agreement is a fair and reasonable compromise of a *bona fide* dispute, and that such settlement is in the best interest of the FLSA Settlement Class. The Court further finds that the settlement as proposed in the Agreement resulted from arms-length negotiations;
2. The Revised Settlement Award for each Class Member shall be increased and revised as per **Exhibit A** to the Parties' Supplemental Settlement Agreement and Release, and it is found that those amounts are reasonable and fair and they are approved;
3. The Service Awards to the Named Plaintiffs will remain unchanged and are approved;
4. Plaintiffs' counsel's fees and costs are found to be reasonable and necessary, and are approved;
5. ILYM Group, Inc. shall continue to serve as Settlement Administrator;
6. The Second Notice of Settlement attached to the Supplemental Settlement Agreement and Release as **Exhibit B** is approved and shall be communicated as set forth in the Supplemental Settlement Agreement and Release;
7. The Settlement Claim Form attached to the Supplemental Settlement Agreement and Release as **Exhibit C** is approved;
8. The corrective language memorandum attached to the Supplemental Settlement Agreement and Release as **Exhibit D** is approved and shall be communicated as set forth in the Supplemental Settlement Agreement and Release; and

9. The text message notice attached to the Supplemental Settlement Agreement and Release as **Exhibit E** is approved and shall be communicated as set forth in the Supplemental Settlement Agreement and Release.

The Court finds that the form and method for notifying the FLSA class meets the requirements of the FLSA; that the form is the best notice practicable under the circumstances; and that the proposed content and methods of notice constitute due and sufficient notice to all persons entitled to notice.

The Parties shall file dismissal papers in accordance with the Parties' Supplemental Settlement Agreement and Release.

It is so ORDERED.

SIGNED on the 4 day of March, 2020, at San Antonio, Texas.



ELIZABETH S. "BETSY" CHESTNEY  
UNITED STATES MAGISTRATE JUDGE